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FILED
 DISTRICT COURT OF GUAM

SEP 12 2007

JEANNE G. QUINATA
 Clerk of Court

IN THE UNITED STATES DISTRICT COURT
 FOR THE TERRITORY OF GUAM

UNITED STATES OF AMERICA,
 Plaintiff,

vs.

TAYNA L. TERLAJE,
 Defendant.

CRIMINAL CASE NO. 07-00067

PLEA AGREEMENT

Pursuant to Rule 11(c)(1)(B), the United States and the defendant, TAYNA L. TERLAJE, enter into the following plea agreement:

1. The defendant, TAYNA L. TERLAJE, agrees to plead guilty to an Indictment charging her with Theft of Government Property, in violation of Title 18, United States Code, Section 641.

2. The defendant understands that the maximum sentence for Theft of Government Property in an amount greater than \$1,000.00, in violation of 18 U.S.C. § 641, as a Class C felony as specified in 18 U.S.C. § 3559, is imprisonment for not more than ten years and a maximum fine of \$250,000.00, together with any restitution as the court may order, and a \$100 special assessment fee as set forth in 18 U.S.C. § 3013. Any sentence of incarceration may include a term of supervised release of not more than three years as set forth in 18 U.S.C. § 3583(b)(2). If the court revokes a sentence of supervised release, the court may incarcerate the

1 Defendant up to an additional term of not more than two years as set forth in 18 U.S.C. §
2 3583(e)(3). The total \$100 special assessment fee must be paid upon sentencing. The
3 government will recommend that defendant receive the low end of the sentencing guidelines, a
4 fine, and credit for time served, if any.

5 If the defendant is financially unable to immediately pay the fine in full, defendant agrees
6 to make a full disclosure of her financial status to the United States Attorney's Office by
7 completing a Financial Disclosure Form (OBD-500) for purpose of fixing a monthly payment
8 schedule. Defendant understands that, by law, interest accrues on any remaining balance of the
9 debt.

10 3. The defendant understands that to establish a violation of Theft of Government
11 Property, in violation of Title 18, United States Code, Section 641, the government must prove
12 each of the following elements beyond a reasonable doubt:

13 First, that the defendant knowingly and willingly stole property with the intention of
14 depriving the owner of the use or benefit of the property;

15 Second, the property belonged to the United States; and

16 Third, the value of the property was more than \$1000.

17 4. The defendant understands that the Sentencing Guidelines are advisory only. The
18 Court may still utilize the sentencing guidelines as an aid to determine the sentence to be
19 imposed. The government and the Defendant stipulate to the following facts for purposes of the
20 sentencing:

21 a. The defendant was born in 1972, and is a citizen of the United States.

22 b. That beginning on or about November 27, 2006, and continuing up to on or about
23 February 3, 2007, in the District of Guam, the defendant, TAYNA L. TERLAJE, willfully and
24 knowingly, did steal and purloin United States currency from the Navy Exchange, Guam. That
25 the defendant, TAYNA L. TERLAJE, knowingly and willingly stole the currency with the
26 intention of depriving the owner of the use or benefit of the property. That United States
27 currency from the Navy Exchange, Guam, is property of the United States. That the value of the
28

1 currency stolen and purloined from the Navy Exchange, Guam, was of the value of \$3,096.00.
2 That the property from the Navy Exchange, Guam, had come into the possession of the
3 defendant, TAYNA L. TERLAJE, by virtue of her employment as a cashier at the Navy
4 Exchange, Guam. That the defendant, TAYNA L. TERLAJE, stole currency out of the register
5 on 15-20 different occasions by making no-sale transactions, fictitious sales, or by leaving the
6 cash drawer open after a customer purchased an item. That the defendant, TAYNA L. TERLAJE
7 received stolen United States currency from Joey Jay Tedpahogo by buying an item of low value
8 and receiving in change from Joey Jay Tedpahogo United States currency which exceeded the
9 exact amount of change the defendant was entitled to receive.

10 5. The defendant understands that notwithstanding any agreement of the parties, the
11 United States Probation Office will make an independent application of the Sentencing
12 Guidelines or determine an appropriate sentencing range. The defendant acknowledges that
13 should there be discrepancies in the final Sentencing Guidelines or sentencing range, projected
14 by her counsel or any other person, such discrepancy is not a basis to withdraw her guilty plea.

15 6. The defendant agrees to pay restitution in the amount of \$3,096.00 to the Navy
16 Exchange in Guam.

17 7. The defendant agrees to waive any right to appeal or to collaterally attack her
18 conviction. The defendant reserves the right to appeal the sentence actually imposed in her case.

19 8. The defendant acknowledges that he has been advised of her rights as set forth below
20 prior to entering into her plea agreement. Specifically, defendant has been fully advised of, has
21 had sufficient opportunity to reflect upon, and understands the following:

22 a. The nature and elements of the charge and the mandatory minimum penalty
23 provided by law, if any, and the maximum possible penalty provided by law;

24 b. Her right to be represented by an attorney;

25 c. Her right to plead not guilty and the right to be tried by a jury and at that trial, the
26 right to be represented by counsel, the right to confront and cross-examine witnesses against her,
27 and the right not to be compelled to incriminate herself, that is, the right not to testify;

1 d. That if she pleads guilty, there will not be a further trial of any kind on the charges
2 to which such plea is entered so that by entering into her plea agreement, she waives, that is,
3 gives up, the right to a trial;

4 e. That, upon entry of a plea of guilty, or thereafter, the Court may ask her questions
5 about the offenses to which she has pled, under oath, and that if she answers these questions
6 under oath, on the record, her answers may later be used against her in prosecution for perjury or
7 false statement if an answer is untrue;

8 f. That she agrees that the plea agreement is voluntary and not a result of any force,
9 threats or promises apart from the plea agreement;

10 g. That she reads, writes and speaks the English language and has no need for an
11 interpreter;


12 h. That she has read the plea agreement and understands it; and

13 i. The Defendant is satisfied with the representation of her lawyer and feels that her
14 lawyer has done everything possible for her defense.

15 DATED: 06 Sept. 07

16 
TAYNA L. STERLAJE
Defendant


17
18 DATED: 9/6/07

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LOUIE J. YANZA
Attorney for Defendant

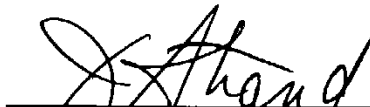
20 LEONARDO M. RAPADAS
21 United States Attorney
Districts of Guam and NMI

22
23 DATED: 9/11/07

By:

24 
RYAN M. ANDERSON
Special Assistant U.S. Attorney

25
26 DATED: 9/11/07

27 
JEFFREY J. STRAND
First Assistant U.S. Attorney